

001351
5/29/01

May 4, 2001

Dear Living Wage RFP Group Members,

I'm sorry I'm not able to attend today's meeting.

I would like to express my concern with the results at which this group appears poised to arrive. It is my contention that the proposal from the Anderson Economic Group should be deemed unresponsive. I mentioned this during my brief appearance at the end of the last meeting and heard at least one other member agree that he had wondered about that.

The RFP specifically requires that "Each of the tasks must be priced separately and include a timeline for completion. If the firm or independent contractor is unable to provide a price for any task based upon the information provided, it shall so indicate in its proposal and include the reasons for its inability to price the task." The Anderson proposal clearly fails to do this. The proposal fails to address tasks 1, 2, 3 and 8 from the RFP. No explanation for that failure is provided as required by the RFP. If the proposal is not rejected as unresponsive, on further reflection, I would like to reduce the points I allotted on this item to 5 for understanding and scope and 15 for general approach. I understand other team members were allowed to adjust their scores after discussion and would appreciate the same consideration. The fact that the proposal only offers to complete 55% of the requested tasks leaves me wondering how other raters justify such high scores for Understanding and Approach.

The remaining tasks that are addressed are lumped together, priced and scheduled in aggregates different from that required by the RFP. Again no explanation is provided for this variance from the required format.

While the RFP language allows some latitude regarding failure to address all tasks or conform to the specified format, the extent of the Anderson proposal's failure to adhere to the RFP requirements lead me to conclude that it must be considered unresponsive. The ability of the City and County to pick and choose among the requested individual tasks, prices and time frames was considered a priority as the RFP was being developed. The Anderson proposal does not allow for that. It should not be considered for contract award.

Sincerely,



Mark Williams

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Statement to the Gainesville City Commission, May 29, 2001:

I believe the proposal recommended by staff is non-responsive to a material provision of the request for proposals (RFP).

You'll recall that the RFP lists 11 items in the scope of work, and requires that the proposal quote a separate price for each item. This lets the City "choose which of the scope of work items it will contract for." (RFP p 7). Instead of doing this, the Anderson bid assigns prices to different tasks it will perform, such as meeting with the city, or preparing a final report. This doesn't give you the shopping list you asked for.*

The City has absolute discretion to waive irregularities in the proposal, but it does not have discretion to waive a material provision of the RFP. (RFP p 3). I believe the requirement that the eleven items be separately priced, thus allowing the city to select and pay only for those which are most critical to its decision, is a material provision.

*The only separately-priced item is the University of Florida student study. This item would presumably require the team to perform the different tasks that are already priced; it is not clear whether the bidder would provide that study at the quoted cost if it were standing alone.

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Member, Living Wage Coalition, Community Coalition Against Poverty

Good Afternoon Everyone, O1351

I am Mary DeFreyer

from the Great Health Care

Company of Alaska ^{City of} Fairbanks

The great who sponsored the 1991. The are concerned that

the are the one

who sponsored the

Musical Heart Care

Referendum last fall

~~which passed~~ to 5%